



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

September 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TRANSFER OF PUBLIC PARK CONDITION AND REVERSIONARY INTEREST ON
REAL PROPERTY TO THE CITY OF IRWINDALE
(FIRST) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that a park use condition imposed on former County-owned property (Irwindale Park) as described in Attachment A when said property was conveyed to the City of Irwindale (City) can be released and transferred to comparable City-owned real property.
2. Find that the acceptance of restrictive covenants to real property (New Park West) described in Attachment B and as offered by the City is acceptable to the County for the transfer of the park use condition and reversionary interest as set forth in the attached Agreement between the County and City for transferring a park use condition and reversionary interest.
3. Acting in your role as responsible agency with respect to the development of the New Park West project and the proposed library project, consider the Negative Declarations of Environmental Impact prepared by the City for each project (Attachment C) together with any comments received during the public review process, find that the respective projects will not have a significant effect on the environment, find that the Negative Declarations reflect the independent judgment of the County and approve the Negative Declarations.

4. Approve and instruct the Chair to sign the Agreement between the City and County (Attachment D) and upon presentation by the Chief Administrative Office, the quitclaim deed, both approved by County Counsel, releasing the County's park condition and reversionary interest from a portion of Irwindale Park and placing similar restrictions onto the New Park West.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to release the park use and reversionary interest from a 3.5-acre portion of Irwindale Park allowing the City to develop the released property for public purposes, and in exchange the County will accept a restriction for public park purposes on replacement park property, namely the 4.55-acre New Park West, which is of similar value, with a reversionary interest in favor of the County should the replacement park not be used for public park purposes. Specifically, the public uses proposed by the City to be developed at Irwindale Park include a library and possibly a child care center.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide quality services that are beneficial and responsive (Goal 1). The transfer of a park use condition and reversionary interest between properties of equal value will provide the City the opportunity to develop a library and child care center which will fulfill a public need consistent with the County's stated goal without adversely impacting park opportunities available to constituents in the community.

FISCAL IMPACT/FINANCING

There is no fiscal impact since this involves a transfer of a park use condition and reversionary interest between properties of equal value.

The Honorable Board of Supervisors
September 2, 2003
Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In June 1958, the County transferred ownership of the 15-acre Irwindale Park to the City in exchange for the City's agreement to maintain the property as a park in perpetuity. Since that time the City has approached the County and requested portions of the Irwindale Park property be released from this use restriction and the County has granted such requests to accommodate the construction of the City's Civic Center complex and to widen adjacent streets. The County's prior grant of these requests amounted to about three acres being released from the restrictions. Recently the City has approached the County to consider further releases of property so that, in this instance, the City can construct a library and a child care facility which will result in about 3.5 acres of park land being converted for these purposes.

The transfer of a park use condition and reversionary interest is in compliance with Section 25550.7 of the California Government Code which allows release of a public park condition in exchange for a similar condition being placed on a replacement property.

County Counsel has reviewed all documents related to the transfer and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The City, in its role as lead agency in matters pertaining to compliance with the California Environmental Quality Act (CEQA), by Resolution No. 2003-30-1895 adopted by the City Council on June 9, 2003 (New Park West project) and Resolution No. 2002-30-1821 adopted by the City Council on June 10, 2002 (proposed library project) found and determined that the respective projects will not have a significant effect on the environment; found that the Negative Declaration reflected the independent judgment of the City; approved the Negative Declaration; and found that the project will have no adverse effect on fish and wildlife resources.

The Honorable Board of Supervisors
September 2, 2003
Page 4

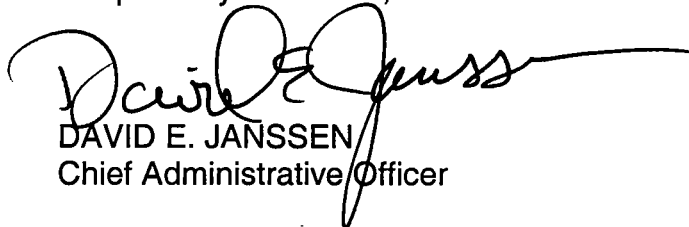
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The release from one property and transfer to another of the County's park use condition and reversionary interest will have a beneficial impact on services because the Agreement will allow the City to develop a new and expanded library in Irwindale Park and develop new and improved park space, which will be subject to the County's park use condition and reversionary interest.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two original copies of the executed Agreement, and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:CK:pe

Attachments (4)

c: County Counsel
Auditor-Controller
Department of Parks and Recreation

Irwindale.b

ATTACHMENT A

ORIGINAL GRANT OF LAND FROM COUNTY TO CITY OF IRWINDALE
FOR IRWINDALE PARK

Park use restriction appears on page 3, paragraph 2.

FREE 6 M

IN CONSIDERATION for the agreement of the City of Irwindale, a municipal corporation, to establish and maintain a public park on the hereinafter described real property, the County of Los Angeles, a body corporate and politic, does hereby quitclaim, release and surrender to the City of Irwindale, a municipal corporation, for so long as said City shall maintain a public park upon the land conveyed, all of County's right, title and interest in and to the following described real property situated in the County of Los Angeles, State of California:

0.50 acres commencing at northeast corner of west 1/2 of northeast 1/4 of Section 9, Township 1 South, Range 10 West; thence south 783.25 feet; thence west 488.40 feet for point of beginning; thence south 154.5 feet; thence west 141 feet; thence north 154.5 feet; thence east 141 feet to beginning, being in northeast 1/4 of Section 9, Township 1 South, Range 10 West.

Those portions of the west one half of the northeast quarter of Section 9, Township 1 South, Range 10 West, S.B.M., in the County of Los Angeles, State of California, within the following described boundaries:

Parcel 1: Beginning at a point 7.18-3/4 chains (474.375 feet), south of the northwest corner of the west 1/2 of said 1/4 section; thence east 20 chains (1320 feet); thence south 4.68-3/4 chains (309.375 feet); thence west 20 chains (1320 feet); thence north 4.68-3/4 chains (309.375 feet) to the point of beginning.

Excepting therefrom a rectangular shaped piece of ground measuring 176 feet west and 309.375 feet south from the northeast corner thereof.

Also excepting therefrom the west 20 feet described

HAROLD W. KENNEDY, COUNTY COUNSEL
1100 HALL OF RECORDS
LOS ANGELES, CALIFORNIA
R.U. 9211

RECORDING REQUESTED BY AND MADE BY
City Clerk

Clara J. Irwindale

Clay

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
Min. 12 P.M. JUL 3 1958
RAY E. LEE, COUNTY RECORDER

1 in the deed to the Board of Supervisors of the County of
2 Los Angeles, recorded in Book 659, Page 98, of Deeds, in
3 the office of the Recorder of the County of Los Angeles.

4 Also excepting therefrom that portion of the above
5 described property within the following described boundaries:

6 Commencing 660 feet west and 474 feet south from the
7 northeast corner of the west 1/2 of said northeast 1/4;
8 thence south 180.17 feet; thence west 328 feet; thence north
9 175.33 feet; thence east to the beginning, otherwise described
10 as beginning 329.5 feet east and 475 feet south from the
11 northwest corner of the northwest quarter of said section;
12 thence south 175.33 feet; thence east 328 feet; thence north
13 180.19 feet; thence west 329 feet to the beginning.

14 Also excepting therefrom that portion within the
15 northerly 559.30 feet of the westerly 164.5 feet of the
16 northeast quarter of said section as described in deed to the
17 Presbytery of Los Angeles recorded in Official Records Book
18 11586, Page 70, in the office of the Recorder of said County.

19 Also excepting therefrom the south 78 feet of the
20 north 637.30 feet of the west 164.5 feet of said northeast
21 quarter.

22 Parcel 2: Commencing 783.75 feet south of the north-
23 west corner of the west 1/2 of the northeast 1/4 of said
24 Section 9; thence east 690.69 feet; thence south 309.375
25 feet; thence west 690.69 feet; thence north 309.375 feet to
26 the point of beginning.

27 Excepting therefrom the west 20 feet described in the
28 deed to the Board of Supervisors of the County of Los Angeles,
29 recorded in Book 659, Page 98, of Deeds in the office of the
30 Recorder of the County of Los Angeles, upon condition the
31 property to be purchased as is. Subject to taxes.

32 PROVIDED, HOWEVER, that this conveyance is made and accepted

upon the following express restrictions and conditions, viz: That the property hereinabove described and conveyed shall be used only for public park and playground purposes and, upon a breach of said restrictions and conditions, or any of them, as to the use or uses of said property, or upon an abandonment of the use of the said property, or any part thereof for the purposes set forth above, the same shall revert to the grantor herein, its successors and assigns:

SUBJECT TO:

1. Easements, rights, rights of way, reservations, restrictions, covenants, and conditions of record, if any.
2. The express condition that the property so conveyed will be used by the City of Irwindale for public park and playground purposes and that when said City ceases to use the said property for a public park it shall automatically revert to the County of Los Angeles without further notice.

COUNTY OF LOS ANGELES

By John W. Chay
Chairman, Board of Supervisors

ATTACHMENT B

PROPOSED DEED RESTRICTION AGREEMENT FOR NEW PARK WEST

Recording requested by and
when recorded return to:

County of Los Angeles
Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, California 90020-1975
Attention: James Barber

This instrument is exempt from recording fees pursuant to Government Code §§6103 and 27383

RESTRICTIVE COVENANT

This Restrictive Covenant (this "Covenant") is made and entered into as of the ____ day of _____, 2003, by the CITY OF IRWINDALE, a municipal corporation (the "City"), in favor of the COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), with reference to the following facts:

RECITALS

A. The City is the owner of certain real property located in the City of Irwindale, County of Los Angeles, State of California, commonly known as the New Park West Property, which real property is legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Concurrently herewith, the County is releasing a restrictive covenant encumbering other real property of the City, and in exchange therefor, the City is providing this Restrictive Covenant in favor of the County to encumber the Property.

NOW THEREFORE, it is agreed as follows:

1. The City hereby covenants and agrees that the Property shall be used only for public park and playground purposes and that if and when the City ceases to use the Property for public park and playground purposes or ceases to maintain the personal property located thereon for use commensurate with park and recreational purposes on the Property, the real or personal property or both, as the case may be, shall automatically revert to the County of Los Angeles without further notice.

2. The City further covenants and agrees that at all times and under all circumstances the Property shall be equally open to residents of incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given to residents of incorporated areas not equally accorded residents of unincorporated territory.

3. This instrument constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and no modifications hereof shall be of any force or effect until signed by the party to be charged.

4. Invalidation of any covenant, condition or restriction or any other provision contained herein by a court of competent jurisdiction shall in no way affect any of the other covenants, conditions or restrictions or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

5. The terms hereof shall run with the land, and shall be a burden upon the Property and is enforceable by the County only.

6. The terms of this Covenant shall be binding upon and inure to the benefit of, as the case may require, the respective heirs, successors in interest, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Restrictive Covenant as of the day and year first above written.

CITY OF IRWINDALE

By: _____
Mark Breceda, Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

LEGAL DESCRIPTION
ADDITION TO IRWINDALE PARK
NEW PARK – WEST PARCEL

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 1, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEING PARCEL 10 OF OFFICAL MAP No. 1 FILED IN BOOK 5 PAGES 41, 42 AND 43, RECORDS OF SAID COUNTY IN SAID STATE; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 10; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 10 NORTH 89°55'54" EAST 17.90 FEET TO A POINT IN THE EASTERLY LINE OF LAND DESCRIBED IN DOCUMENT KNOWN AS INSTRUMENT No. 96-12766, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE NORTH 15°20'15" WEST 68.15 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL 10; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°06'32"EAST 65.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 198,217 SQUARE FEET (4.55 ACRES)

ATTACHMENT C

NEGATIVE DECLARATIONS OF ENVIRONMENTAL IMPACT

PROPOSED LIBRARY PROJECT
NEW PARK WEST PROJECT



**CITY OF IRWINDALE
NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
NEGATIVE DECLARATION NO. 5-03 ND**

Case Number:

Environmental Assessment No. 1-03 EA

Project Description:

The City of Irwindale proposes to submit a grant application to the State of California Department of Parks and Recreation under the Safe Neighborhood Parks, Clean Air, and Coastal protection Bond Act of 2000, to fund the construction of a new public park in the City.

Project Location:

Southeast corner of Irwindale Avenue and Juarez Street, across from the Irwindale Civic Center and the Irwindale Park.

Project Sponsor:

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Findings:

1. This project will not have a significant effect on the environment.
2. This project will not have, either individually or cumulatively, an adverse impact upon fish and wildlife resources.

Mitigation Measures:

None.

Reason for Finding of no Significant Effect:

The proposed park development will not have a significant effect on the environment since the construction and operation of the new park facility is consistent with the Irwindale General Plan; complies with and furthers the goals, objectives, and recommendations of the Irwindale Park Master Plan Report; complies with all applicable development standards as established in the Irwindale Zoning Ordinance; and complies with the City-adopted Uniform Codes.

Review Period:

May 8, 2003, to June 9, 2003.

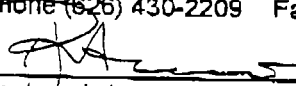
City Council Hearing Date:

June 9, 2003, at 6:00 p.m., or as soon thereafter as the case may be heard.

Contact Person:

Vicente L. Mas, Planning Associate
Irwindale Planning Department
5050 North Irwindale Avenue
Irwindale, CA 91706

Phone (626) 430-2209 Fax (626) 962-2018


Reuben J. Arceo
Director of Planning


Date



INITIAL STUDY

Proposed Park Funding Grant Application

*(Safe Neighborhood Parks, Clean Water, Clean Air, and
Coastal Protection Bond Act of 2000)*

**CITY OF IRWINDALE
Planning Department**

April 24, 2003



INITIAL STUDY

Proposed Park

TABLE OF CONTENTS

	<u>Page</u>
A. INTRODUCTION	
1. Initial Study's Scope and Purpose	A-1
2. Disposition of this Initial Study	A-1
3. Project Information	A-2
4. Environmental Factors Potentially Affected (Thresholds of Significance)	A-4
5. Methodology for the Evaluation of Impacts	A-5
B. ENVIRONMENTAL CHECKLIST FORM (Analysis and Findings)	B-1
C. DETERMINATION	C-1

A. INTRODUCTION

1. Initial Study's Scope and Purpose

In accordance with the Environmental Guidelines of the City of Irwindale, this analysis and the associated "Environmental Questionnaire Form" constitute the Initial Study for the construction and operation of a public park facility to meet the recreational needs of the community's youth. The proposed new park will be referred to hereinafter as the "project" or "proposed project". This Initial Study analyzes the potential environmental impacts associated with the construction and operation of the proposed park.

The site for the proposed project is located in the southwest corner of Irwindale Avenue and Juarez Street, across from the Irwindale Civic Center and the Irwindale Park. The construction and operation of the proposed park is primarily focused to allow for active sport and recreational activities such as skating, tennis, and basketball. A detailed description of the proposed improvements and proposed sports/recreational activities is provided in Section 3-h below.

The City of Irwindale is responsible for overseeing the environmental review of the proposed project. As a result, the City is the designated Lead Agency pursuant to Section 15050(a) of the California Environmental Quality Act (CEQA) Guidelines. As part of the proposed project's environmental review, the City has authorized the preparation of this Initial Study. The State of California, through CEQA, has provided local governments with specific guidance regarding the manner in which environmental reviews are to be conducted at the local level. The primary purpose of CEQA is to ensure that decision-makers and the public understand the environmental implications of a specific action or project. The purpose of this Initial Study, therefore, is to ascertain whether the construction and operation of the proposed park facility will have the potential to create significant adverse impacts on the environment.

2. Disposition of this Initial Study

Certain projects or actions undertaken by a Lead Agency (in this instance the City of Irwindale) may require oversight, approvals, or permits from other public agencies. These other agencies are referred to as "responsible agencies" and "trustee agencies", pursuant to Sections 15381 and 15386 of the State CEQA Guidelines. Public agencies that may use this Initial Study in decision-making or for informational purposes may include, but are not limited to, the State of California Department of Parks and Recreation.

Copies of this Initial Study and the Notice of Intent to Adopt a Negative Declaration will be forwarded to responsible agencies, interested agencies, and the public for review and comment. A 30-day public review period will be provided to allow these entities and other interested parties to comment on the proposed project and the findings of the Initial Study. A duly noticed public hearing will also be conducted by the Irwindale City

Council to consider the proposed project and the merits of approving the Negative Declaration.

3. Project Information

a. Project Title:

Irwindale New Park Funding Grant Application
(Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection
Bond Act of 2000)

b. Lead Agency Name and Address:

City of Irwindale
Planning Department
5050 North Irwindale Avenue
Irwindale, CA 91706

c. Contact Person and Phone Number:

Vicente L. Mas, Planning Associate
Ph. (626) 430-2207

d. Project Location:

The location for the proposed public park facility is at the southwest corner of Irwindale Avenue and Juarez Street as shown in the attached Site Location and Land Use Map and Site and Vicinity View (Exhibits "A" and "B" following this page). The subject site is located within walking distance from most of the residences found in the Hidalgo-Juarez and the Town Center neighborhoods. The combined number housing units found in these two neighborhoods (242) account for 70% of the total number of housing units (349) in the City.

e. Project Sponsor's Name and Address:

City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

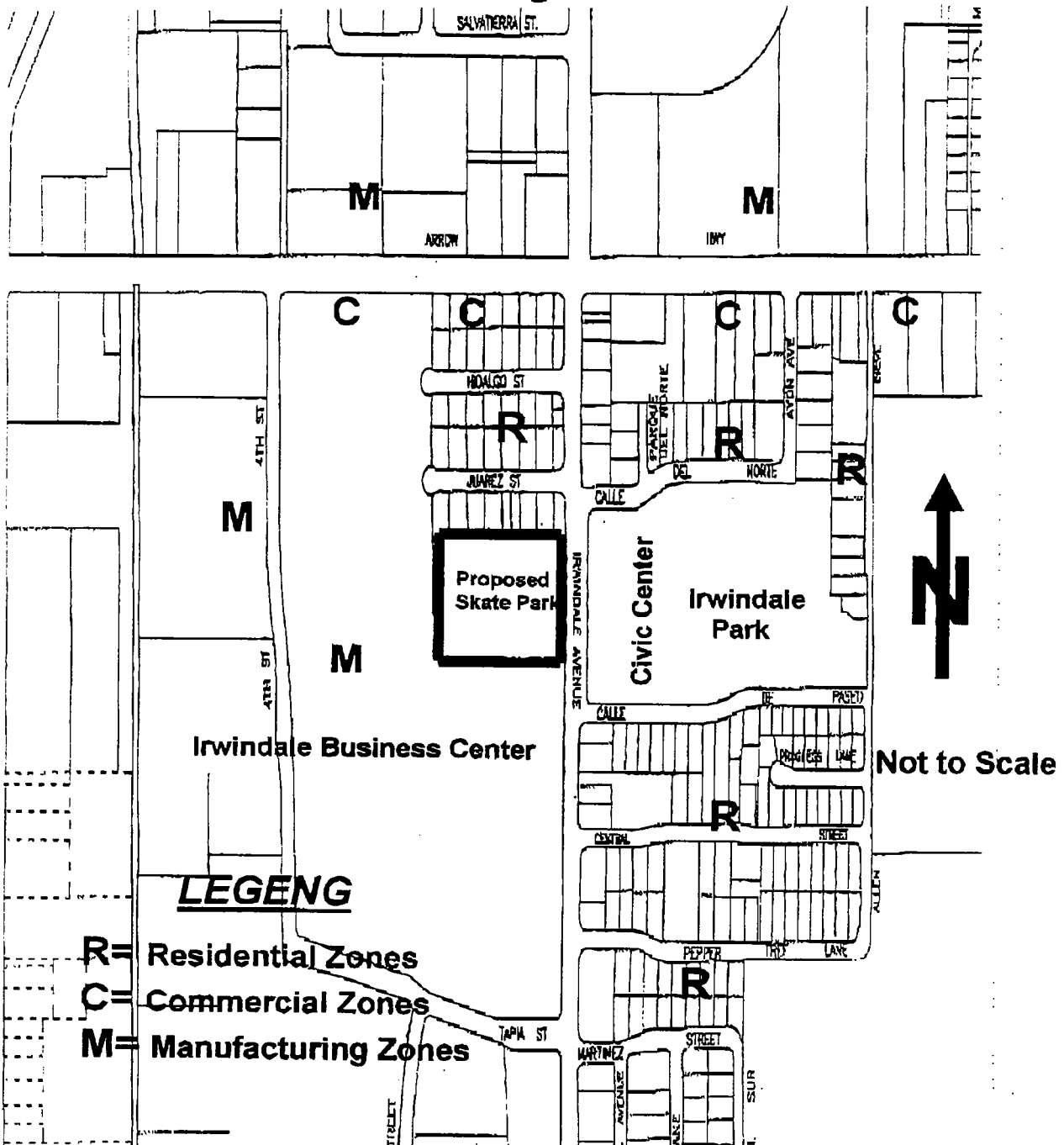
f. General Plan Designation:

The current designation is Industrial. However, the proposed new Land Use Designation under the impending adoption of the Amendment to the General Plan is Parks.

PROJ. NO. 2000-12-001 PLAN 020400200

Proposed Park Site Location Map and Existing Land Uses

Exhibit "A"



Proposed Park Site and Vicinity View

Exhibit "B"

Arrow

Hwy.

Ave

Hidalgo St.

Juarez St.

C. Del Norte

Irwindale
Civic Center

Proposed Park

Irwindale Park

C. De Paseo

Central Ln.

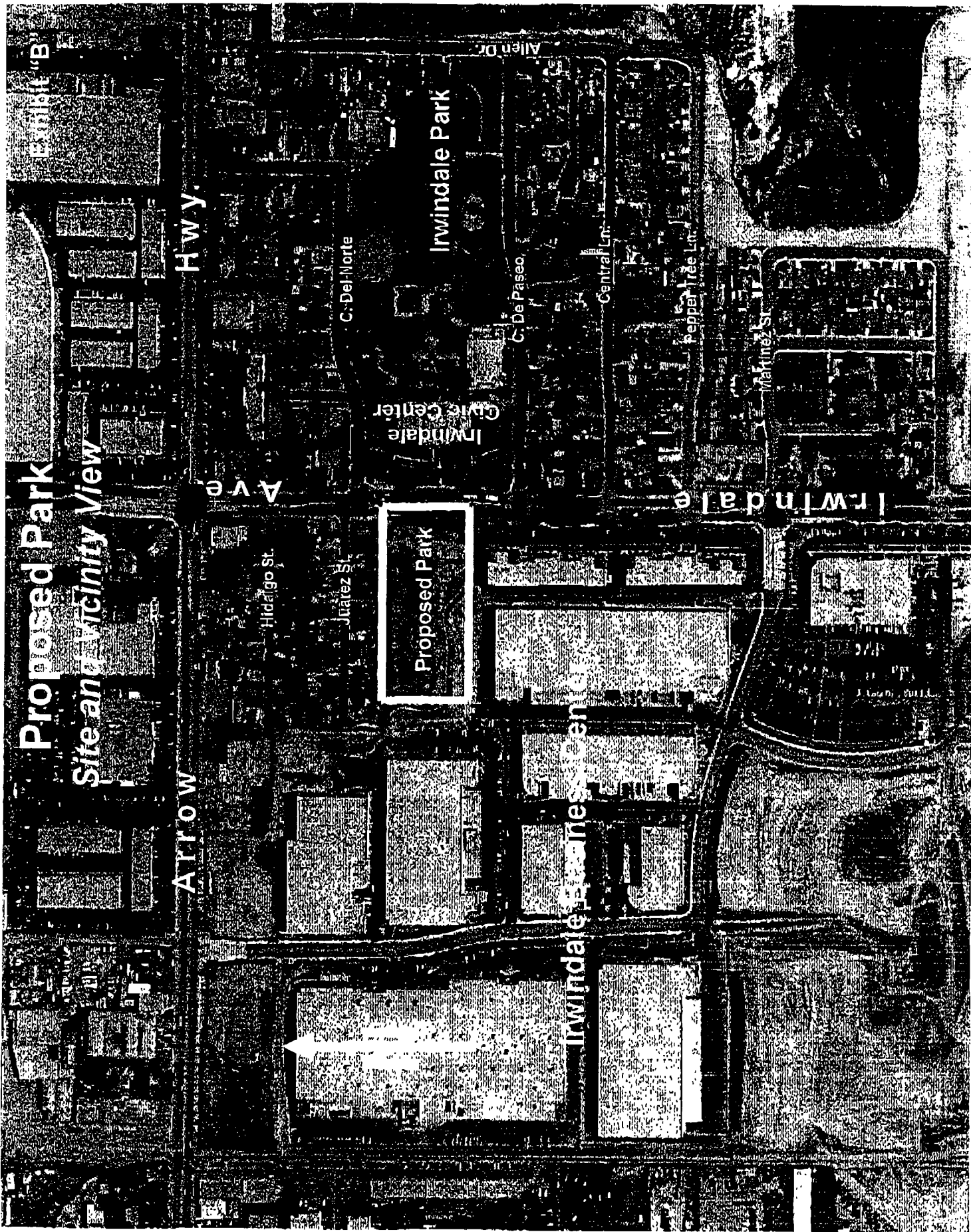
Pepper Tree Ln.

Martinez St.

Allen Dr.

Irwindale Business Center

Irwindale



g. Zoning:

The current classification is M-1 (Light Manufacturing) and the proposed new classification, required to establish consistency with the Land Use Designation established in the impending General Plan Amendment, is Parkland.

h. Description of the Project:

Proposed Improvements

The proposed project consists in the development of a 4.55-acre vacant site into a public park facility consisting of one lighted tennis court, one lighted basketball court, a 12,000 square foot skate park, four shade structures, picnic benches and tables, BBQ's, a sand-based tot lot, and a restroom building. The scope of the proposed park improvements is depicted in the Attached Site Plan (Exhibit "C", following this page). In addition, the proposed improvements include increasing the height of the existing masonry wall separating the proposed park from the adjacent residences to the north to an ultimate height of nine (9) feet, a computerized irrigation system, and landscaping.

Proposed Mode of Operation

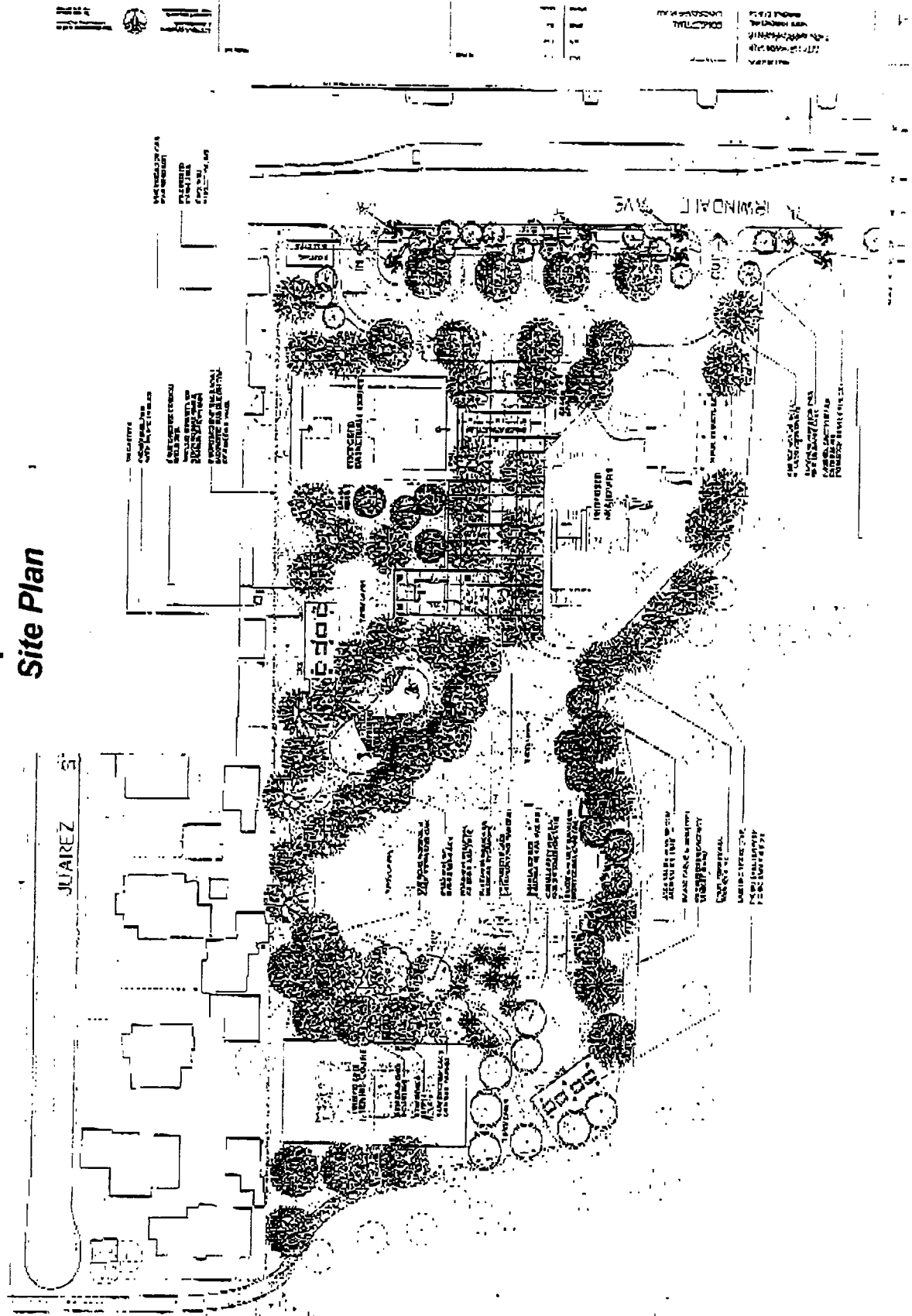
The Irwindale City Council has designated the Department of Recreation to design and implement as the City's recreation and City-sponsored sports activities under the oversight of the Parks and Recreation Commission. The City Council has also designated the Department of Public Works for design, development and maintenance of the City's parks. The proposed park will be open to the public from 7:00 am to 9:00 pm, seven days a week. In addition to the conventional recreational activities associated with a public park equipped with the above-stated amenities, the proposed recreational/sports programs will include skate and inline skating competitions, and outdoor basketball and tennis tournaments throughout the year.

i. Setting and Surrounding Land Uses:

The subject park site is located on the west side of Irwindale Avenue, south of Juarez Street and across Irwindale Avenue from the Irwindale Civic Center, as depicted in the attached Location and Land Use Map and Site and Vicinity View (Exhibits "A" and "B"). The park site is portion of a 120-acre reclaimed quarry. The quarry was owned and operated by CalMat Properties for the mining and processing of construction aggregate materials until the mid 1970's. Upon completion of the reclamation of the mining pit in the early 1990's, CalMat processed a subdivision map to develop the former quarry site for industrial uses. The subject 4.55-acre park site was dedicated by the sub-divider to the City for public park uses. The balance of the quarry site has been developed as a planned industrial and heavy commercial development and is known as the

Proposed Park Site Plan

Exhibit "C".



Irwindale Business Center.

As stated above, the park site is vacant and is surrounded by the following land uses, as depicted in the attached Location and Land Use Map and in the Site and Vicinity View (Exhibits "A" and "B"): on the north by the Hidalgo-Juarez residential neighborhood; on the east by Irwindale Avenue, the Irwindale Civic Center and the Irwindale Pak; and on the south and west by the recently completed Irwindale Business Center.

10. Other Public Agencies whose Approval is Required:

None.

11. Sources Consulted:

Irwindale General Plan
Draft General Plan Update
Irwindale Municipal Code
Irwindale Park Master Plan Report

**4. Environmental Factors Potentially Affected
(Thresholds of Significance)**

The environmental factors (thresholds of significance) indicated below are used to assess the potential environmental impacts resulting from the implementation of the proposed project and are analyzed in Section B, Environmental Checklist Form.

	Land use and Planning		Biological Resources		Aesthetics
	Population and Housing		Energy and Mineral Resources		Cultural Resources
	Geological Problems		Hazards		Recreation
	Water		Noise		Mandatory Findings of Significance
	Air Quality		Public Services		
	Transportation and Circulation		Utilities and Service Systems		

5. Methodology for the Evaluation of Environmental Impacts

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e. g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based

on project-specific factors as well as general standards (e. g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (D). Earlier analyses are discussed in Section 17 at the end of the checklist.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.



CITY OF IRWINDALE
NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
Negative Declaration No. 3-02 ND

Project Title:

Grant Application-State Library Bond Act 2000

Project Description:

The proposed project consists in the development of a one-story, 13,289 square-foot, institutional building to house a public library and an office annex for City Hall in a site of approximately 33,125 square feet located adjacent to the existing City Hall and Recreation Center/Public Library building on the southwest corner of the Irwindale Civic Center.

Project Location and Sponsor:

Irwindale Civic Center
5050 North Irwindale Avenue
Irwindale, California 91706
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

Mitigation Measures:

None. See Attached initial study. (A copy of the initial study can be obtained at the City of Irwindale Planning Department for review).

Findings:

1. This project will not have a significant effect on the environment.
2. This project will have, neither individually nor cumulatively, an adverse impact upon fish and wildlife resources.

Reason for finding of no significant effect:

The proposed project will not have a significant effect on the environment since the proposed use is consistent with the existing use and character of the site, the Irwindale Civic Center. In addition, the project as designed and located minimizes its impact on the campus character of the Civic Center by significantly reducing the loss of open space and mature landscaping. The removal of approximately 33,125 square feet of open space in the Civic Center area will be more than offset by the development and dedication of a five-acre, City-owned property as a public park located directly across Irwindale Avenue from the proposed building site. Recently completed street improvements on Irwindale Avenue,

CITY OF IRWINDALE
NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT
Negative Declaration No. 4-01 ND
Page 2

Calle del Norte, and Calle de Paseo allow for a safe and efficient vehicular and pedestrian access to and from the proposed facility and between the proposed project's site and the new park. These public improvements will mitigate any potential traffic/circulation impacts created by the proposed project to a level of insignificance.

Review Period: May 14, 2002 to June 4, 2002.

Contact Person: Reuben J. Arceo, Director of Planning
City of Irwindale Planning Department
5050 North Irwindale Avenue
Irwindale, CA 9179306

Contact Person's Telephone Number: (626) 430-2207


Reuben J. Arceo, Director of Planning

**CITY OF IRWINDALE
PLANNING DEPARTMENT
5050 NORTH IRWINDALE AVENUE
IRWINDALE, CA 91706**

INITIAL STUDY

In accordance with the Environmental Guidelines of the City of Irwindale, this analysis constitutes the Initial Study for the subject project. This Initial Study provides the assessment for a determination whether the project may have a significant effect on the environment.

SECTION I - PROJECT INFORMATION

1. Project Title: Grant Application-State Library Bond Act 2000
2. Lead Agency Name and Address: City of Irwindale - Planning Department
5050 North Irwindale Avenue
Irwindale, CA 91706
3. Contact Person and Phone Number: Reuben J. Arceo, Director of Planning
(626) 430-2207
4. Project Location: Irwindale Civic Center
5050 North Irwindale Avenue
Irwindale, CA 91706
5. Project Sponsor's Name and Address: City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706
6. General Plan Designation: Current Land Use Designation is Parks and Recreation and the updated General Plan Alternative 1 designates this area as Institutional.
7. Zoning: The current zoning classification is A-1 (Agricultural); however, upon adoption

of the General Plan amendment, expected to take place in August 2002, the current zoning classification will be amended to be consistent with the updated General Plan Land Use Designation.

8. Description of the Project:

The proposed project consists in the development of a one-story, 13,289 square-foot, institutional building to house a public library and an office annex for City Hall in a site of approximately 33,125 square feet located adjacent to the existing City Hall and Recreation Center/Public Library building on the Southwest corner of the Irwindale Civic Center. The proposed building will provide 11,289 square feet for a public library, which will contain a homework center, a multi-purpose center, a computer lab, adult collection with reading spaces, young adult collection with reading spaces, children collection with reading spaces, periodicals, circulation/reference areas, a conference room, and support spaces. The building will also contain approximately 2,000 square feet of floor space consisting of five offices, copy/workroom, storage and bathrooms to house the City administrative functions.

The footprint of the proposed building comprises approximately 40 per cent of the development site leaving approximately 10,290 square feet of landscaped areas and 2,300 square feet of hard surfaces (walkways, patios). The footprint of the building and the hardscape has been designed so as to retain most of the existing mature trees, particularly the oaks and ash trees. The proposed project also provides for the provision of a total of 42 parking spaces

to meet the code requirements for the proposed uses and replace the 13 parking spaces serving the existing library, which will be removed by the proposed new building. The proposed parking spaces will be located within the parkway area separating the City Hall/police Department parking lot from Irwindale Avenue.

9. Setting and Surrounding Land uses;

The 14.7-acre Irwindale Civic Center site is located on the eastside of Irwindale Avenue between Calle del Norte on the north, Calle de Paseo on the South, and Allen Drive on the east. The Civic Center consists of the following facilities:

1. A one-story, 22,600 square-foot, City Hall building facing Irwindale Avenue and housing all City functions, including the Police Department;
2. A two-story, 31,900 square-foot, building housing the Recreation Center and the existing Public Library facing Calle de Paseo;
3. A one-story, 2960 square-foot, building housing the swimming pool;
4. Approximately 6.5 acres of parkland with active recreation spaces such as a baseball diamond field, tennis courts, a horse shoe play area, and a tot lot, and approximately 4.2 acres of parkland used for passive recreational activities such as outdoor concerts and picnics; and
5. Three parking lots as follows: City Hall Parking Lot located along the City Hall building frontage with points of ingress and egress on Calle del Norte and Calle de Paseo respectively, with a total of 36 spaces; the Library Parking Lot located adjacent to the

Recreation/Library building with access to and from Calle de Paseo, with a total of 13 spaces; and the Irwindale Park Parking Lot located on the southeast corner of the Civic Center site, with access to and from Calle de Paseo, with a total of 53 spaces.

The Irwindale Civic Center site is surrounded by the following uses and features: a church, a United States Post Office, and single-family dwellings on the north, across Calle del Norte; the City Corporate Yard, single-family dwellings, and Allen Drive on the east; single-family dwellings on the south, across Calle de Paseo; and the Irwindale Business Center and a vacant lot owned by the City and targeted for public park use development on the west, across Irwindale Avenue.

10. Other public agencies whose approval is required:

None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/>	Land use and Planning	<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Aesthetics
<input type="checkbox"/>	Population and Housing	<input type="checkbox"/>	Energy and Mineral Resources	<input type="checkbox"/>	Cultural Resources
<input type="checkbox"/>	Geological Problems	<input type="checkbox"/>	Hazards	<input type="checkbox"/>	Recreation
<input type="checkbox"/>	Water	<input type="checkbox"/>	Noise	<input type="checkbox"/>	Mandatory Findings of Significance
<input type="checkbox"/>	Air Quality	<input type="checkbox"/>	Public Services		
<input type="checkbox"/>	Transportation and Circulation	<input type="checkbox"/>	Utilities and Service Systems		

DETERMINATION: (To be completed by the Lead Agency).

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (1) have been analyzed in an earlier EIR pursuant to applicable standards and (2) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project.	

Vicente L. Mas
Signature

5/9/02
Date

Vicente L. Mas

Planning Associate

Printed Name

Title

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e. g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e. g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
 - 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
 - 3) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
 - 4) "Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level.
 - 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (D).
 - 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
-

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY AND CITY TRANSFERRING A PARK USE
CONDITION AND REVERSIONARY INTEREST FROM A PORTION OF IRWINDALE
PARK TO NEW PARK WEST IN THE CITY OF IRWINDALE**

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE
CITY OF IRWINDALE TRANSFERRING A PARK USE CONDITION AND
REVERSIONARY INTEREST FROM A PORTION OF IRWINDALE PARK
TO NEW PARK WEST IN THE CITY OF IRWINDALE**

The City of Irwindale, a municipal corporation (the "City"), and the County of Los Angeles, a body corporate and politic (the "County"), hereby enter into this Agreement as of the _____ day of _____, 2003, pursuant to California Government Code Section 25550.7, regarding the release of a use restriction and reversionary interest in that certain real property consisting of two (2) separate parcels identified as the Library Parcel and the Child Care Parcel totaling 1.060 acres and 0.657 acres of land area respectively, all of which comprise a portion of the Irwindale Park located in the City of Irwindale, County of Los Angeles, State of California, legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Irwindale Park Property"), in exchange for a similar use restriction and reversionary interest in that certain real property of approximately 4.55 acres of land located in the City of Irwindale, County of Los Angeles, State of California, legally described in Exhibit "B" attached hereto and incorporated herein by this reference (the "New Park West Property"), which Agreement is made with reference to the following facts:

RECITALS

A. City is the owner of the Irwindale Park Property, pursuant to that certain quitclaim deed conveying Irwindale Park to the City of Irwindale, which deed was executed by County on or about June 10, 1958 and recorded with the County Recorder in Book D146 Pages 554 to 556 inclusive, (the "Deed").

B. The Deed for the Irwindale Park Property contained the following restrictions:

"The express condition that the property so conveyed will be used by the City of Irwindale for public park and playground purposes and that when said City ceases to use said property for a public park it shall automatically revert to the County of Los Angeles without further notice."

C. The City wishes to exchange the limitations, restrictions and reversionary interest in favor of the County referred to in paragraph B, above, that currently apply to the Irwindale Park Property for similar limitations, restrictions and reversionary interest in favor of the County to be imposed upon the New Park West Property.

D. The County has relied upon an appraisal dated April 25, 2003 prepared by R.P. Laurain & Associates under contract to the City, to determine that the value of the New Park West Property is in excess of the Irwindale Park Property proposed to be released from the existing restrictive covenant.

E. To accommodate the City's desire to exchange the use restrictions and reversionary interest in favor of the County in the Irwindale Park Property for identical use restrictions and a reversionary interest in favor of the County in the New Park West Property, the County is willing to agree to release and quitclaim the use restrictions and its reversionary interest in the Irwindale Park Property to the City, provided that the New Park West Property is restricted to the same public park and playground purposes and is subject to the same reversionary interest that presently applies to the Irwindale Park Property.

F. It is the intent of the parties hereto that the City's grant to the County of the restrictive covenant on the New Park West Property shall be in satisfaction of the requirements of California Government Code Section 25550.7.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference and are acknowledged to be true and correct by the parties hereto, and in consideration of the mutual covenants, conveyances and agreements contained herein, the parties hereto do hereby covenant and agree as follows:

AGREEMENT

1. Irwindale Park Property.

(a) The County hereby agrees to quitclaim, release and remise to the City any and all of the County's right, title and interest in and to the Irwindale Park Property, as described in Exhibit "A", including but not limited to the use restrictions and the County's reversionary interest in said real property. To this end, the County agrees to execute a quitclaim deed in the form attached hereto as Exhibit "C" in order to effectuate said release and quitclaim. The parties intend that the deed attached hereto as Exhibit "C" is sufficient to release the County's interest in the property described therein.

(b) The City hereby agrees that the Irwindale Park Property shall be devoted to public purposes upon the County's release and quitclaim of the use restrictions and the County's reversionary interest in said real property, namely, the construction of a public library and child care center to the benefit of residents of the City and Los Angeles County.

2. New Park West Property.

(a) The City agrees to deliver a restrictive covenant in the form attached hereto as Exhibit "D" in favor of the County, restricting the use of the entire New Park West Property described in Exhibit "B", to public park and playground purposes and granting the County a right of reverter in the New Park West Property in the event of violation of such use restrictions.

(b) The City agrees that it will provide the necessary acceptance of the County's restrictive covenant and that the County shall cause the restrictive covenant from the City to the County, and the quitclaim deed from the County to the City, to be recorded in the Los Angeles County Recorder's Office.

(c) The City agrees that it shall comply with the provisions of all applicable laws relating to this transaction, including but not limited to the Park Preservation Act and the California Environmental Quality Act.

(d) The City agrees to and does hereby indemnify, defend, and hold the County harmless from any and all claims, costs, expenses, damages and liabilities resulting from or arising in connection with this transaction or in connection with the use or operation of the New Park West Property and the Irwindale Park Property during the period of time that the City is the owner of each Property.

3. Satisfaction of Requirements of California Government Code Section 25550.7.

The County hereby acknowledges and agrees that the Irwindale Park Property, which property is being released from the use restrictions and right of reverter imposed by the Resolution, is being devoted to a public purpose in that such property is being used for the construction of a library and child care center to the benefit of residents of the City and Los Angeles County. The County further acknowledges and agrees that the land being devoted to the New West Park is of greater value than the portions of Irwindale Park being released from the deed restrictions and that the imposition of the public park use restrictions and right of reverter set forth herein upon the New Park West Property, which property is more valuable than the Irwindale Park Property being released, results in land of substantially the same (if not greater) value being subjected to use restrictions and a reversionary interest identical to those set forth in the Deed.

4. Remainder of Irwindale Park.

Notwithstanding the foregoing or anything to the contrary contained herein, the use restrictions set forth in the Deed and the County's right of reverter upon the violation of such use restrictions shall remain in full force and effect with respect to the remainder of Irwindale Park, excluding the portions described in Exhibit "A", and shall in no way be amended, modified, terminated, released or affected hereby.

5. Entire Agreement.

This Agreement represents the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them respecting the subject matter hereof, and this Agreement may only be amended or modified by a written agreement executed by the parties hereto.

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Counterparts.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

IN WITNESS WHEREOF, this Agreement has been executed by the Mayor upon approval and instruction of the City Council on this 23rd day of June, 2003 and by the County of Los Angeles upon approval of its Board of Supervisors as of the day and year first written on page 1 of this document.

CITY OF IRWINDALE

By: Mark Breceda
Mark Breceda, Mayor

ATTEST:

Deputy Quincy D. Smith, Jr.
CITY CLERK

APPROVED AS TO FORM:

By: [Signature]
CITY ATTORNEY

COUNTY OF LOS ANGELES

By: _____
CHAIR, BOARD OF SUPERVISORS

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, Clerk of the Board of Supervisors

By: _____
DEPUTY

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: [Signature]
DEPUTY

Exhibit "A"

IRWINDALE PARK PROPERTY

That certain real property located in the City of Irwindale, County of Los Angeles, State of California, more particularly described as follows:

NEW LIBRARY

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 1, RANGE 10 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF IRWINDALE AVENUE AND CALLE DE PASEO AS SHOWN ON THE MAP OF RECORD OF SURVEY FILED IN BOOK 114 PAGES 4 THROUGH 10 INCLUSIVE OF RECORD OF SURVEYS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY IN SAID STATE; THENCE NORTH 89° 51' 57" EAST 85.07 FEET ALONG THE CENTERLINE OF CALLE DEL PASEO PER SAID RECORD OF SURVEY; THENCE NORTH 00° 08' 03" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 51' 57" EAST 255.85 FEET; THENCE NORTH 00° 08' 03" WEST 141.98 FEET; THENCE SOUTH 89° 51' 57" WEST 153.31 FEET; THENCE NORTH 00° 08' 13" WEST 37.50 FEET; THENCE SOUTH 89° 51' 57" WEST 137.49 FEET; THENCE SOUTH 00° 08' 32" EAST 144.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY 54.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 01' 31" TO THE TRUE POINT OF BEGINNING.

CHILD CARE CENTER

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 1, RANGE 10 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF IRWINDALE AVENUE AND CALLE DE PASEO AS SHOWN ON THE MAP OF RECORD OF SURVEY FILED IN BOOK 114 PAGES 4 THROUGH 10 INCLUSIVE OF RECORD OF SURVEYS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY IN SAID STATE; THENCE NORTH 89° 51' 57" EAST 85.07 FEET ALONG THE CENTERLINE OF CALLE DEL PASEO PER SAID RECORD OF SURVEY; THENCE NORTH 00° 08' 03" WEST 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CALLE DEL PASIO PER SIAD RECORD OF SURVEY; THENCE ALONG SAID RIGHT OF WAY NORTH 89° 51' 57" EAST 455.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON SAID RIGHT OF WAY NORTH 89° 51' 57" EAST 60.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTH-WESTERLY HAVING A RADIUS OF 308.99; THENCE NORTHEASTERLY 102.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 01' 26"; THENCE NORTH 00° 08' 03" WEST 163.94 FEET; THENCE SOUTH 89° 51' 57" WEST 161.31 FEET; THENCE SOUTH 00° 08' 03" EAST 180.81 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

LEGAL DESCRIPTION ADDITION TO IRWINDALE PARK NEW PARK – WEST PARCEL

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 1, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEING PARCEL 10 OF OFFICAL MAP No. 1 FILED IN BOOK 5 PAGES 41, 42 AND 43, RECORDS OF SAID COUNTY IN SAID STATE; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 10; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 10 NORTH 89°55'54" EAST 17.90 FEET TO A POINT IN THE EASTERLY LINE OF LAND DESCRIBED IN DOCUMENT KNOWN AS INSTRUMENT No. 96-12766, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE NORTH 15°20'15" WEST 68.15 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL 10; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°06'32"EAST 65.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 198,217 SQUARE FEET (4.55 ACRES)

Exhibit "C"
QUITCLAIM DEED

RECORDING REQUESTED BY & MAIL TO
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706
ATTN/ City Clerk

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE
REVENUE AND TAXATION CODE

TAX PARCELS: 8417 030 901 (portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to:

CITY OF IRWINDALE, a municipal corporation

all of the County's right, title and interest, including but not limited to the restrictive covenants and reversionary interest in favor of the County of Los Angeles, as set forth in that certain Quitclaim Deed executed by County on or about June 10, 1958 and recorded with the County Recorder in Book D146 Pages 555 to 556 inclusive in the described real property attached hereto and incorporated herein as Attachment No. 1, in the City of Irwindale, County of Los Angeles, State of California.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Yvonne Brathwaite Burke
Chair, Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2003, the facsimile signature of _____, Chair of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

(deed).1

Attachment 1 to Quitclaim Deed

Legal Description of Property:

NEW LIBRARY

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 1, RANGE 10 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF IRWINDALE AVENUE AND CALLE DE PASEO AS SHOWN ON THE MAP OF RECORD OF SURVEY FILED IN BOOK 114 PAGES 4 THROUGH 10 INCLUSIVE OF RECORD OF SURVEYS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY IN SAID STATE; THENCE NORTH 89° 51' 57" EAST 85.07 FEET ALONG THE CENTERLINE OF CALLE DEL PASEO PER SAID RECORD OF SURVEY; THENCE NORTH 00° 08' 03" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 51' 57" EAST 255.85 FEET; THENCE NORTH 00° 08' 03" WEST 141.98 FEET; THENCE SOUTH 89° 51' 57" WEST 153.31 FEET; THENCE NORTH 00° 08' 13" WEST 37.50 FEET; THENCE SOUTH 89° 51' 57" WEST 137.49 FEET; THENCE SOUTH 00° 08' 32" EAST 144.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY 54.99 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 01' 31" TO THE TRUE POINT OF BEGINNING.

CHILD CARE CENTER

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 1, RANGE 10 WEST, SAN BERNARDINO MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF IRWINDALE AVENUE AND CALLE DE PASEO AS SHOWN ON THE MAP OF RECORD OF SURVEY FILED IN BOOK 114 PAGES 4 THROUGH 10 INCLUSIVE OF RECORD OF SURVEYS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY IN SAID STATE; THENCE NORTH 89° 51' 57" EAST 85.07 FEET ALONG THE CENTERLINE OF CALLE DEL PASEO PER SAID RECORD OF SURVEY; THENCE NORTH 00° 08' 03" WEST 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CALLE DEL PASIO PER SIAD RECORD OF SURVEY; THENCE ALONG SAID RIGHT OF WAY NORTH 89° 51' 57" EAST 455.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ON SAID RIGHT OF WAY NORTH 89° 51' 57" EAST 60.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTH-WESTERLY HAVING A RADIUS OF 308.99; THENCE NORTHEASTERLY 102.59 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 01' 26"; THENCE NORTH 00° 08' 03" WEST 163.94 FEET; THENCE SOUTH 89° 51' 57" WEST 161.31 FEET; THENCE SOUTH 00° 08' 03" EAST 180.81 FEET TO THE TRUE POINT OF BEGINNING.

CERTIFICATE OF ACCEPTANCE
(Govt. Code § 27281)

This is to certify that the interest in certain real property commonly known as the Irwindale Park Property, located in the City of Irwindale, County of Los Angeles, State of California, conveyed by the attached Quitclaim Deed dated _____, 2003, from the County of Los Angeles, a body corporate and politic ("Grantor"), to the City of Irwindale, a municipal corporation ("Grantee"), is hereby accepted by order of the City Council of the City of Irwindale on _____, 2003, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2003

CITY OF IRWINDALE,
a municipal corporation

By: _____
Mark Breceda, Mayor

ATTEST:

CITY CLERK

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this ____ day of _____, 2003, before me _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this ____ day of _____, 2003, before me _____, a notary public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

Signature: _____ (Seal)
Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached document is hereby accepted by the County of Los Angeles under the authority delegated to the County of Los Angeles' Chief Administrative Office pursuant to Section 2.08.168 of the County Code and consents to the recordation thereof by its duly authorized officer. This is to further certify that this document covers County business within the meaning of Section 6103 of the Government Code.

By _____
Chuck W. West
Director of Real Estate
Chief Administrative Office

EXHIBIT "C"

LEGAL DESCRIPTION ADDITION TO IRWINDALE PARK NEW PARK – WEST PARCEL

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 9, TOWNSHIP 1, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

BEING PARCEL 10 OF OFFICAL MAP No. 1 FILED IN BOOK 5 PAGES 41, 42 AND 43, RECORDS OF SAID COUNTY IN SAID STATE; EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 10; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 10 NORTH 89°55'54" EAST 17.90 FEET TO A POINT IN THE EASTERLY LINE OF LAND DESCRIBED IN DOCUMENT KNOWN AS INSTRUMENT No. 96-12766, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE NORTH 15°20'15" WEST 68.15 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL 10; THENCE ALONG SAID WESTERLY LINE, SOUTH 00°06'32"EAST 65.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 198,217 SQUARE FEET (4.55 ACRES)

Exhibit "D"

Recording requested by and
when recorded return to:

County of Los Angeles
Department of Parks and Recreation
433 South Vermont Avenue
Los Angeles, California 90020-1975
Attention: James Barber

This instrument is exempt from recording fees pursuant to Government Code §§6103 and 27383

RESTRICTIVE COVENANT

This Restrictive Covenant (this "Covenant") is made and entered into as of the ____ day of _____, 2003, by the CITY OF IRWINDALE, a municipal corporation (the "City"), in favor of the COUNTY OF LOS ANGELES, a body corporate and politic (the "County"), with reference to the following facts:

RECITALS

A. The City is the owner of certain real property located in the City of Irwindale, County of Los Angeles, State of California, commonly known as the New Park West Property, which real property is legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Concurrently herewith, the County is releasing a restrictive covenant encumbering other real property of the City, and in exchange therefor, the City is providing this Restrictive Covenant in favor of the County to encumber the Property.

NOW THEREFORE, it is agreed as follows:

1. The City hereby covenants and agrees that the Property shall be used only for public park and playground purposes and that if and when the City ceases to use the Property for public park and playground purposes or ceases to maintain the personal property located thereon for use commensurate with park and recreational purposes on the Property, the real or personal property or both, as the case may be, shall automatically revert to the County of Los Angeles without further notice.

2. The City further covenants and agrees that at all times and under all circumstances the Property shall be equally open to residents of incorporated and unincorporated territory and there shall be no discrimination against or preference, gratuity, bonus or other benefit given to residents of incorporated areas not equally accorded residents of unincorporated territory.

3. This instrument constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and no modifications hereof shall be of any force or effect until signed by the party to be charged.

4. Invalidity of any covenant, condition or restriction or any other provision contained herein by a court of competent jurisdiction shall in no way affect any of the other covenants, conditions or restrictions or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

5. The terms hereof shall run with the land, and shall be a burden upon the Property and is enforceable by the County only.

6. The terms of this Covenant shall be binding upon and inure to the benefit of, as the case may require, the respective heirs, successors in interest, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered into this Restrictive Covenant as of the day and year first above written.

CITY OF IRWINDALE

By: _____
Mark Breceda, Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

State of California }
County of Los Angeles } ss.

On _____, 2003, before me, _____
, a Notary Public, personally appeared _____
_____, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(seal)

State of California }
County of Los Angeles } ss.

On _____, 2003, before me, _____
, a Notary Public, personally appeared _____
_____, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached document is hereby accepted by the County of Los Angeles under the authority delegated to the County of Los Angeles' Chief Administrative Office pursuant to Section 2.08.168 of the County Code and consents to the recordation thereof by its duly authorized officer. This is to further certify that this document covers County business within the meaning of Section 6103 of the Government Code.

By _____
Chuck W. West
Director of Real Estate
Chief Administrative Office